

INSTRUCTIONS: A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements; or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. This form shall be filed in triplicate for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

Privacy Act Statement. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, dissemination report, copy of political propaganda or other document or information filed with the Attorney General under this act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, D.C. One copy is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of such documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. Finally, the Attorney General transmits an annual report to the Congress on the Administration of the Act which lists the names of all agents and the nature, sources and content of the political propaganda disseminated or distributed by them. This report is available to the public.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Criminal Division, U.S. Department of Justice, Washington, D.C. 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, D.C. 20503.

Name of Registrant	Name of Foreign Principal
Washington, Perito & Dubuc	The People's Republic of Angola

Check Appropriate Boxes:

1. The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach three copies of the contract to this exhibit.
2. There is no formal written contract between the registrant and foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach three copies of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
3. The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and the expenses, if any, to be received.

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4. Describe fully the nature and method of performance of the above indicated agreement or understanding.

The Firm would provide legal advice and representation, including, lobbying efforts and public relations activities in the United States on behalf of the foreign principal. The lobbying efforts would include meetings with decision-makers in Congress and officials of the Executive Branch of the U.S. Government. In addition, the Firm may coordinate a grass-roots campaign that would incorporate meetings with local and national religious leaders and political figures. Registrant would seek to promote Angolan interests in the United States including 1) normalization of relations between the United States and Angola, and 2) obtaining support for the peace process in Angola.

5. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

1. Providing legal advice and representation regarding the laws of the United States;
2. Attendance at relevant Congressional hearings;
3. Monitoring of relevant information;
4. Organization of meetings with local and national political leaders, academics and business people;
5. Working closely with a public relations firm to develop a strategy on behalf of the foreign principal;
6. Attendance at meetings with the foreign principal when so requested and when related to the representation; and
7. Meetings with members of Congress, officials of the Department of State, the Department of Defense, and the National Security Council.

6. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act?¹

Yes No

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

See responses to questions 4 and 5.

Date of Exhibit B	Name and Title	Signature
January 22, 1991	James M. Christian, Sr. Partner	

¹Political activity as defined in Section 1(o) of the Act means the dissemination of political propaganda and any other activity which the person engaging therein believes will, or which he intends to, prevail upon, indoctrinate, convert, induce, persuade, or in any other way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

WASHINGTON, PERITO & DUBUC

(REVISED VERSION 2)

WASHINGTON, PERITO & DUBUC

December 1990

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RETAINER AGREEMENT

between

WASHINGTON, PERITO
& DUBUC
1120 Connecticut Ave., N.W.
Washington, D.C. 20036

THE GOVERNMENT OF THE
PEOPLE'S REPUBLIC OF ANGOLA
Luanda,
ANGOLA

Washington, Perito & Dubuc (hereinafter referred to as the "Firm") is a full service National law firm having its principal office in Washington, D.C. and other offices in Baltimore, Maryland, Falls Church, Virginia and New York, New York. The People's Republic of Angola (hereinafter referred to as the "Government") is an independent and sovereign country located in southwestern Africa with an accredited mission to the United Nations in New York, New York. The Government hereby retains the Firm as legal counsel to advise and represent it in connection with such matters as the Government shall determine and the Firm shall agree from time to time.

1. Scope of Services

The scope of services to be performed by the Firm during the year November 1, 1990 through October 31, 1991 would include, inter alia, the following:

1. Assisting the Government in obtaining a more balanced climate and attitude from the U.S. government, particularly the Bush Administration, with respect to its goal of achieving a permanent peace agreement and comprehensive cease fire in Angola;
2. Assisting the Government in persuading the U.S. to terminate all non-humanitarian assistance to Unita;
3. Assisting the Government in normalizing its relations with the government of the United States.



2. Supervision by Committee designated by Government

The Firm's representation of the Government shall be under the direct supervision of a Committee designated by the Government or such other person(s) as may be designated by the Government. In all circumstances in which it may act on behalf of the Government, the Firm will take instructions and receive guidance from the Government through this Committee. The Firm will consult with Committee members or its designee(s) regularly and meet with designated members at least once during every quarter of the year: twice in Luanda, Angola, twice in the United States.

2. (BIS) The firm shall submit a quarterly written report to the Government which shall reflect the following: 1) objectives and goals achieved during the previous ninety day work period on the basis of the program proposed for that quarter and within the framework of the overall activity, and 2) proposed objectives and goals for the upcoming 90 day work period. The Firm shall consult with the Government in preparing the goals and objectives for each 90 day work period.

3. Advance Deposits.

Upon the date of the signing of this Retainer Agreement (hereinafter referred to as the "Agreement") or November 1, 1990, whichever is the later date, the Government agrees to pay to the Firm an advance deposit for fees and expenses estimated to be incurred by the Firm in connection with the representation of the Government during the first calendar quarter of such representation.

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4. Fee and Expense Security Deposit.

On or before November 1, 1990, the Government will deposit with the Firm as escrow agent a security deposit (the "Fee and Expense Security Deposit") in an amount sufficient to

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ensure the payment by the Government of the portion of the fees and expenses estimated to be incurred by the Firm for the quarter commencing on February 1, 1991 and ending on April 30, 1991. The Government further agrees to deposit with the Firm an amount sufficient to ensure the payment of the Government of the portion of the fees and expenses estimated to be incurred by the Firm for the two succeeding quarters on February 15, 1991 for the quarter commencing on May 1, 1991 and ending on July 31, 1991, and on May 15, 1991 for the quarter commencing on August 1, 1991 and ending on October 1, 1991.

On the first day of each quarter as set forth above, the Firm will draw down from the Fee and Expense Security Deposit account that portion of the fees and expenses estimated to be incurred for the upcoming quarter. Nothing contained herein shall be construed as requiring any other prior conditions to drawing down the funds out of the Fee and Expense Security Deposit account on the date herein before stated during the term of this Agreement.

The fixing of the amount of any Fee and Expense Security Deposit draw down for any calendar quarter pursuant to this section shall reflect a credit for any portion of the prior calendar quarters' Advance Deposit or Fee and Expense Security Deposit draw down which has not yet been utilized by the Firm

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in performing services under this Agreement. Similarly, the fixing of the amount shall reflect any remaining balance due the Firm for services performed by it in such prior calendar quarter.

5. Interest.

The Fee and Expense Security Deposit will be held in one or more interest-bearing escrow accounts at the federally insured bank approved by the Government. The interest on such deposits shall be the property of the Government.

6. Billing.

The Firm will be compensated for its efforts in accordance with its normal billing practice, under which fees are set primarily on the basis of time expended by its professional staff, paraprofessionals and other consultants. The Firm will provide the Government with an English and Portuguese language version of each bill.

*to (B) Costs and Expenditure beyond Estimated or Projected Amount
The firm shall not incur any additional costs and/or expenditures beyond the
stated or projected amount provided by this agreement without first consulting the
above agent.*

Term and Termination.

The term of this Agreement shall be for one year beginning with the date indicated below and may be extended on such conditions as may be agreed to by both parties.

Either party may terminate this Agreement upon a thirty (30) day notice in writing to the other party. Upon the

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termination of this Agreement, amounts of the Fee and Expense Security Deposit shall be promptly returned to the Government, exclusive of such amounts as may be retained by the Firm in respect of fees, expenses and disbursements accrued before the receipt by the Firm of the Government's notice of its decision to terminate this Agreement. Once termination notice is given by either party, no additional fees or expenses shall be incurred by the Firm, without prior written authorization by the Government. The 30-day notice period, in the case of the Firm, shall begin immediately upon hand delivery to the Firm, to the attention of Robert B. Washington, Jr., Managing Partner of the Firm, at its Washington, D.C. office or, in the case of the Government, immediately upon hand delivery to the Government at the Office of the President, to the attention of the Secretary for Foreign Affairs.

8. Languages.

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All written material submitted by the Firm to the Government shall be in the Portuguese and ^{and} English languages. The Government may communicate with the Firm in English or Portuguese.

9. Registration Requirement.

The Government understands that the Foreign Agents Registration Act requires that all persons acting in the United States to affect United States policies on behalf of a foreign

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principal must register with the United States Department of Justice (subject to certain exemptions not applicable in this instance) and that the Firm must register under this law regarding its activities on behalf of the Government. The Government further understands that, by law, the Firm must advise the United States Department of Justice twice yearly of all contacts made with United States government employees, all monies received by the Firm from or on behalf of the Government, and all monies paid by the Firm on behalf of the Government. The Government is aware that this information will be available to the public.

The Government understands that the Federal Registration of Lobbying Act requires all persons engaged in and paid to influence legislative action must also file a report to register with the Clerk of the United States House of Representatives and the Secretary of the United States Senate before "doing anything in furtherance of such object." The Firm on behalf of the Government will be filing these reports quarterly.

[Handwritten signature]

Agreed to and dated at Luanda, Angola, the 8 day of

January, 1999.

WASHINGTON, PERITO & DUBUC

By: 

Robert B. Washington, Jr., P.C.
Managing Partner of the Firm

GOVERNMENT OF THE PEOPLE'S REPUBLIC
of ANGOLA

By: 

6612H

